



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Award Contract for Engineering Services for the Red Gate Road and Bridge Main Contract

Presenter: Mark Koenen

*Please check appropriate box:*

Government Operations

Government Services

Planning & Development

X

City Council 09.06.11

Public Hearing

Estimated Cost: \$926,491.20

Budgeted:

YES

NO

If NO, please explain how item will be funded:

### Executive Summary:

Alfred Benesch & Co. is the design engineer and presently performing construction engineering services for the Phase 1 Advance Work construction now underway. The contract being presented is for construction engineering associated with the Phase 2 Red Gate Road & Bridge construction planned for initiation in early spring 2012. This contract is being presented now rather than with the phase 2 construction bid to fulfill an IDOT grant requirement.

The approval does not commit the City to Phase 2 construction. It assures that state grant funds can be applied to Phase 2 construction if such work is authorized by the City Council.

### Attachments: *(please list)*


Contract for Alfred Benesch & Company

### Recommendation / Suggested Action *(briefly explain)*:

Staff recommends approval of the contract.

*For office use only:*

*Agenda Item Number:* IB

Local Agency City of St. Charles	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	Consultant Alfred Benesch & Company
County Kane			Address 205 N. Michigan Ave. Suite 2400
Section 04-00092-00-BR			City Chicago
Project No. TCSP - IL08(030)			State IL
Job No. C-91-322-04			Zip Code 60601
Contact Name/Phone/E-mail Address James Bernahl (630)443-3709 jbernahl@stcharlesil.gov			Contact Name/Phone/E-mail Address Dan Gross/312-656-0235 dgross@benesch.com

THIS AGREEMENT is made and entered into this 22nd day of August, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Regional Engineer, Department of Transportation
<b>Resident Engineer</b>	LA Employee directly responsible for construction of the PROJECT
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name Red Gate Road Route Off System Length 0.71 mi Structure No. 045-6856  
Termini IL 31 to IL 25

Description: New Red Gate Road Bridge Construction. Additional scope of work attached.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:

- ☒ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
- ☒ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
- ☒ c. For soils, to obtain samples and perform testing as noted below.
- ☒ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- ☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- ☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- ☒ g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

- ☐ h. Geometric control including all construction staking and construction layouts.
  - ☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - ☒ j. Measurement and computation of pay items.
  - ☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - ☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - ☒ m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
    - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
    - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
    - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
    - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

## II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

### Cost Plus Fixed Fee

- ☒ CPFF =  $14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or  
☐ CPFF =  $14.5\%[DL + R(DL) + 1.4(DL) + IHDC]$ , or  
☐ CPFF =  $14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor

### Specific Rate

☐ (Pay per element)

### Lump Sum

☐ \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
  - ☐ With Retainage
    - a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
    - b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
    - c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
  - ☒ Without Retainage
    - a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
    - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

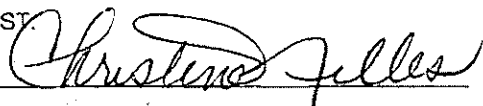
### Agreement Summary

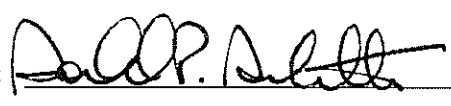
Prime Consultant:	TIN Number	Agreement Amount
Alfred Benesch & Company	36-2407363	\$851,491.20
Sub-Consultants:	TIN Number	Agreement Amount
STATE Testing	36-4312824	\$75,000.00
Sub-Consultant Total:		\$75,000.00
Prime Consultant Total:		\$851,491.20
Total for all Work:		\$926,491.20

Executed by the LA:

City of St. Charles  
(Municipality/Township/County)

ATTEST:

By:   
Deputy City Clerk

By:   
Title: Mayor of St. Charles

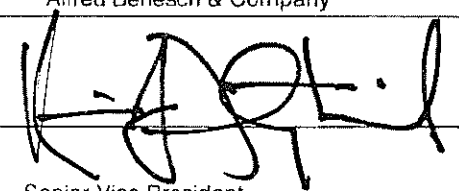
Executed by the ENGINEER:

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Alfred Benesch & Company

By:   
Title: Senior Vice President

Route:	Red Gate Road - Off System
Local Agency:	Kane County (Municipality/Township/County)
Section:	04-00092-00-BR
Project:	TCSP-IL08(030)
Job No.:	C91-322-04

Overhead Rate (OH)	151.68	%
Complexity Factor (R)	0.00	
Calendar Days		

<input checked="" type="checkbox"/>	Cost Plus Fixed Fee 1	14.5%[DL + R(DL) + OH(DL) + IHDC]
<input type="checkbox"/>	Cost Plus Fixed Fee 2	14.5%[DL + R(DL) + 1.4(DL) + IHDC]
<input type="checkbox"/>	Cost Plus Fixed Fee 3	14.5%[(2.3 + R)DL + IHDC]
<input type="checkbox"/>	Specific Rate	
<input type="checkbox"/>	Lump Sum	

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Const. Management	Sr. Proj. Manager	42.00	\$66.01	\$2,772.42	\$4,205.20		\$2,000.00	\$1,301.75	\$10,279.37
Const. Management	Sr. Proj. Manager	1040.00	\$66.01	\$68,650.40	\$104,128.92		\$6,353.08	\$25,974.19	\$205,106.5
Const. Management	Const. Rep II	2540.00	\$33.01	\$83,845.40	\$127,176.70		\$12,000.00	\$32,338.20	\$255,360.3
Const. Management	Const. Rep I	2390.00	\$28.50	\$68,115.00	\$103,316.83		\$8,006.50	\$26,018.55	\$205,456.8
Const. Management	Re.Proj.Asst.	556.00	\$23.50	\$13,066.00	\$19,818.50		\$5,021.07	\$5,496.30	\$43,401.87
Const. Management	Surveyor	580.00	\$39.46	\$22,886.80	\$34,714.69		\$2,000.00	\$8,642.21	\$68,243.70
Const. Management	Survey Asst.	580.00	\$19.52	\$11,321.60	\$17,172.60		\$2,000.00	\$4,421.65	\$34,915.85
Const. Management	Designer II	320.00	\$29.91	\$9,571.20	\$14,517.59		\$1,000.00	\$3,637.87	\$28,726.66
						\$75,000.00			\$75,000.00
Totals		8,048.00		\$280,228.82	\$425,051.03	\$75,000.00	\$38,380.65	\$107,830.72	\$926,491.2

**Red Gate Road/Bridge**

**C-91-322-04**

**Direct Costs (Benesch) –CCM**

Vehicles (Leased)	Day	780	\$45.00	=	\$35,100.00
Radio/Phones	Month	36	\$70.00	=	\$2,520.00
Mailings/deliveries	Month	12	\$33.38	=	\$400.55
Photos/Video	Month	12	\$30.00	=	\$360.00
					<hr/>
					\$38,380.55

State Testing  
Direct Cost Breakdown  
REDGATE  
St Charles

Vehicles

Daily Charge	Unit Cost \$ 45.00	Quantity 117	Units Days	Total Cost \$ 5,265.00
				\$ 5,265.00

Lab Testing BITUMINOUS MATERIALS LABORATORY SERVICES

TENSILE STRENGTH RATIO (T.S.R.) (ASTM D 4867) MARSHALL MIX DESIGN	\$635	EACH	\$0
TENSILE STRENGTH RATION (TSR)			
SUPERPAVE MIX DESIGN	\$845	EACH	\$0
BULK SPECIFIC GRAVITY (Gmb, or "d")			
GYRATORY SPECIMEN (AVG. OF 2)	\$415	EACH	\$0
SUPERPAVE AND SMA - MAXIMUM SPECIFIC GRAVITY(Gmm)	\$165	EACH	\$0
EXTRACTION (REFLUX) WITH WASHED GRAD. (ASTM D 2172.C 136)	\$300	EACH	\$0
EXTRACTION (IGNITION) WITH WASHED GRAD. (ASTM D 2172.C 136)	\$225	EACH	\$0
EXTRACTION (CENTRIFUGE) WITH WASHED GRAD.	\$495	EACH	\$0
W/MOISTURE CORR. (ASTM C-566 & D-146)		EACH	\$0
SUPERPAVE - MAXIMUM SPECIFIC GRAVITY(Gmm)-one test &	\$550	EACH	\$0
BULK SPECIFIC GRAVITY (Gmb)-Avg. of 2		EACH	\$0
STABILITY AND FLOW (AVG. OF 3) (ASTM 1559, D 2726)	\$385	EACH	\$0
PAVEMENT ANALYSIS - SINGLE CORE(4")	\$60		\$0
W/SAW CUTTING (ASTM D 2726)		EACH	\$0
PAVEMENT ANALYSIS - SINGLE CORE(6")			
W/SAW CUTTING (ASTM D 2726)	\$60	EACH	\$0
SUPERPAVE PRODUCTION MIX VERIFICATION*			
(Includes: Reflux Extraction, Gmm, Gmb)	\$800	EACH	\$0
(Includes: Ignition Extraction, Gmm, Gmb)	\$725	EACH	\$0
NUCLEAR CORRELATION UP TO 4 GAUGES	\$550	EACH	\$0
-ADDITIONAL GAUGES (EACH)	\$55	EACH	\$0
-LINEAR REGRESSION OF CORES (15 CORES/\$25 EACH)	\$715	EACH	\$0
INVESTIGATIVE CORING - (INCLUDES ON-SITE CUTTING, DELIVERY TO LAB, UP TO 4 HOURS)	\$990	EACH	\$0
RENTAL OF GYRATORY COMPACTOR PER DAY	\$550	EACH	\$0
CORE ANALYSIS, 6"-EACH CORE (DENSITY & REFLUX)	\$495	EACH	\$0

AGGREGATE LABORATORY SERVICES

DRY GRADATION (ASTM C 136)	\$95	EACH	\$0
WASHED GRADATION (ASTM C 136)	\$135	EACH	\$0
SPECIFIC GRAVITY AND ABSORPTION (ASTM C 127, C 128)	\$220	EACH	\$0
MOISTURE CONTENT	\$70	EACH	\$0
MINERAL FILLER GRADATION (ASTM D 546)	\$119	EACH	\$0
PGE TESTING (Washed Gradation)	\$255	EACH	\$0
PGE TESTING (Dry Gradation)	\$205	EACH	\$0

AGGREGATE LABORATORY SERVICES(Cont)

LOS ANGELES ABRASION (ASTM C 131)	\$198	EACH	\$0
FIVE CYCLE SOUNDNESS			
	\$495	EACH	\$0
UNCOMPACTED VOID CONTENT (fine aggregate angularity)(ASTM C 1252)	\$131	EACH	\$0
FLAT AND ELONGATED PARTICLES (ASTM D4791)	\$135	EACH	\$0
SAND EQUIVALENT (ASTM D 2419)	\$130	EACH	\$0
FRACTURED PARTICLES (coarse aggregate angularity)(ASTM D 5821)	\$130	EACH	\$0
AGGREGATE ABSORPTION (AVG. OF 3) (ASTM C 566)	\$130	EACH	\$0

UNIT WEIGHT (ASTM C 29)	\$95	EACH	\$0
DELETERIOUS COUNT	\$130	EACH	\$0

**PORTLAND CONCRETE LABORATORY SERVICES \***

COMPRESSIVE STRENGTH OF CYLINDERS WITH CURE TIME UP TO 28 DAYS-S.T.A.T.E. Testing made	\$21	4 EACH	\$84
COMPRESSIVE STRENGTH OF CYLINDERS WITH CURE TIME UP TO 28 DAYS-non-S.T.A.T.E. Testing made	\$30	EACH	\$0
FLEXURAL STRENGTH OF BEAMS WITH R. MODIFIED SINGLE POINT LOADING	\$55	EACH	\$0
FLEXURAL STRENGTH OF BEAMS WITH ASTM THREE POINT LOADING	\$66	EACH	\$0
SULFUR CAPPING	\$65	EACH	\$0
NON-DESTRUCTIVE TEST-SCHMIDT HAMMER (ASTM C-684) Up to 3 locations	\$550	EACH	\$0
HIGH STRENGTH/HIGH PERFORMANCE CYLINDERS WITH HIGH STRENGTH PADS	\$75	EACH	\$0
A.S.R. TESTING 14-DAY (ASTM C 1260)	\$1,050	EACH	\$0
CYLINDER PICK-UP	\$215	EACH	\$0

**SOILS LABORATORY SERVICES \***

STANDARD PROCTOR (AASHTO T99, ASTM D698)	\$250	5 EACH	\$1,250
MODIFIED PROCTOR (AASHTO T180, ASTM D1557)	\$275	EACH	\$0
PLASTICITY INDEX (AASHTO T90, ASTM D4318)	\$135	5 EACH	\$675
HYDROMETER TEST (AASHTO T-88)	\$135	5 EACH	\$675
ORGANIC CONTENT (AASHTO T-267, ASTM D-2974)	\$160	5 EACH	\$800
PH OF SOILS (AASHTO T-289)	\$95	5 EACH	\$475
MOISTURE CONTENT	\$50	EACH	
GRAQDATION SOILS	\$135	EACH	\$0

TOTAL LABORATORY CHARGES

\$3,959

Premium Overtime Reg Rate Premium Est OT Hours

**Overtime**

Level III	\$38.37	\$ 19.19	0	\$ -
Level II	\$36.24	\$ 18.12	0	\$ -
Level I	\$33.70	\$ 16.85	0	\$ -
Material Tester 2	\$38.19	\$ 19.10	50	\$ 954.75
Material tester 1	\$38.19	\$ 19.10	50	\$ 954.75

**Night Differential**

Level III	\$38.37	\$ 3.84	0	\$ -
Level II	\$36.24	\$ 3.62	0	\$ -
Level I	\$33.70	\$ 3.37	0	\$ -
Material Tester 2	\$38.19	\$ 3.82		\$ -
Material tester 1	\$38.19	\$ 3.82		\$ -
Per Union Contract - hours between 6pm and 6am receives 10% Shift Differential				\$ 1,909.50

Other	Cell Phone	\$70.00	9 EACH	\$630.00	\$630.00
	Postage	\$16.84	At Cost	\$16.84	\$16.84

UNIT RATE COSTS \$3,959.00  
DIRECT COSTS \$7,821.34

Total Direct Cost **\$ 11,780.34**

## Engineering Payment Report

Name	Alfred Benesch & Company
Address	205 N. Michigan Ave. Suite
Telephone	312-565-0450
TIN Number	

Local Agency	City of St. Charles
Section Number	04-00092-00-BR
Project Number	TCSP-IL08(030)
Job Number	C91-322-04

Sub-Consultant Name	TIN Number	Actual Payment from Prime
STATE Testing	36-4312824	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Date \_\_\_\_\_

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Illinois Department  
of Transportation

Payroll Escalation Table  
Fixed Raises

FIRM NAME  
PRIME/SUPPLEMENT

Alfred Benesch & Company  
Prime

DATE 08/23/11  
PTB NO.

CONTRACT TERM  
START DATE  
RAISE DATE

12 MONTHS  
12/5/2011  
1/1/2012

OVERHEAD RATE 151.68%  
COMPLEXITY FACTOR  
% OF RAISE 3.00%

ESCALATION PER YEAR

12/5/2011 - 1/1/2012

1

12

= 8.33%  
= 1.0275

1/2/2012 - 12/1/2012

11

12

94.42%

The total escalation for this project would be:

2.75%



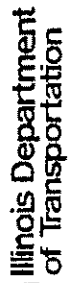
## Payroll Rates

FIRM NAME Alfred Benesch & Company  
PRIME/SUPPLEMENT Prime  
PTB NO. \_\_\_\_\_

DATE 08/23/11

ESCALATION FACTOR 2.75%

[illegible]



Firm	Allred Benesch & Company
Route	Red Gate Bridge
Section	04-00092-00-BR
County	Kane
Job No.	C-91-322-04
PTB & Item	

Complexity Factor 0

Direct Costs (Benesch) - CCM					
Vehicles (Leased)	Day	780	\$45.00	=	\$35,100.00
Radio/Phones	Month	36	\$70.00	=	\$2,520.00
Mailings/deliveries	Month	12	\$33.38	=	\$400.55
Photos/Video	Month	12	\$30.00	=	\$360.00
					<u>\$38,380.55</u>



Route	Red Gate Bridge
Section	04-00092-00-BR
County	Kane
Job No.	C-91-322-04
PTB/Item	

Sheet 1 OF 1Printed 8/23/2011

# RED GATE BRIDGE PROJECT

## PHASE III ENGINEERING

### EXHIBIT

#### SCOPE OF SERVICES

Benesch will coordinate and communicate with the contractor and adequately provide the following services for this project:

- Coordinate Contractor's activities with other agencies, utilities (public and private);
- Log and transmit shop drawings or other transmittals to St. Charles, IDOT, or design consultant;
- Verify that incorporated materials meet contract requirements or, if applicable, approved shop drawings, and monitor/record material inspection certifications;
- Coordinate field work of material testing firms performing services for this project;
- Verify contractor's layout;
- Inspect all construction for compliance with contract requirements as well as ADA requirements;
- Maintain contract construction documentation per FHWA/IDOT standards ("red book");
- Resolve design questions and field coordination issues;
- Instruct contractors to remove and replace inferior and/or non-compliant work, and take timely action to prevent any improper Contractor procedures/installations;
- Review and monitor Contractor's schedule/staffing compliance, and monitor fulfillment of schedule milestones;
- Maintain daily log, prepare regular project schedule status report/analysis, and prepare weekly project reports;
- Monitor equipment movement and material delivery schedule, and identify any equipment and material shortages;
- Monitor and document environmental requirements;
- Prepare meeting agendas, attend on-site and off-site meetings as require, chair weekly coordination meetings, and prepare minutes;
- Review Contractor correspondence and draft responses to Contractor for St. Charles signature and transmittal;
- Draft project memoranda and field orders;
- Verify partial payment required and prepare voucher and submit to St. Charles for processing;
- Interpret contract Plans and Specifications for clarification and answering of claims;
- Audit/justify proposed extras as to need and cost, and prepare proposed contract modifications;
- Negotiate contract change orders with Contractor, subject to final approval by St. Charles, and incorporate all revisions into project documentation;
- Inspect pedestrian/vehicular traffic control and temporary access to adjacent properties;
- Maintain "as-built" drawings for reference;
- Maintain up to date CM/E consultant cost estimates, and propose staffing changes as needed;
- Investigate and respond to complaints from the public regarding impacts of construction activities;
- Keep apprized any stakeholders that may be directly affected by construction progress;
- Provide automobiles adequate for on-site use during the CM/E services, and measuring instruments, mobile communications gear and other equipment incidental to the functions of CM/E personnel; And
- Assist in final documentation and closeout of this project.



Firm	STATE Testing
Route	Red Gate Road
Section	04-00092-00-BR
County	Kane
Job No.	
PTB & Item	Main

Complexity Factor 0

### Direct Costs (STATE Testing)

BOE 025 (Rev. 11/06)



Illinois Department  
of Transportation

FIRM NAME  
PRIME/SUPPLEMENT

STATE Testing  
Sub

CONTRACT TERM  
START DATE  
RAISE DATE

18 MONTHS  
6/1/2011  
1/1/2012

Payroll Escalation Table  
Fixed Raises

DATE 06/03/11  
PTB NO.

OVERHEAD RATE 149.43%  
COMPLEXITY FACTOR 3.00%  
% OF RAISE

ESCALATION PER YEAR

5/1/2011 - 1/1/2012

7

18

= 38.89%  
= 1.0183

1/2/2012 - 12/1/2012

11

18

62.94%

The total escalation for this project would be:

1.83%



# Illinois Department of Transportation

## Payroll Rates

FIRM NAME  
PRIME/SUPPLEMENT  
PTB NO.

STATE Testing  
Sub

DATE 06/03/11

ESCALATION FACTOR

1.83%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
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### CCM

Principal Engineer	\$70.00	\$70.00
Associater Engineer	\$60.00	\$60.00
Senior Engineer	\$32.01	\$32.60
Professional Engineer	\$47.50	\$48.37
Civil Engineer	\$28.50	\$29.02
Materials Coordinator	\$41.52	\$42.28
Laboratory Manager	\$40.70	\$41.45
CWI	\$37.00	\$37.68
Quality Assurance Manager	\$28.23	\$28.75
Accountant	\$37.88	\$38.57
Senior Technician	\$0.00	\$0.00
Level III Technician	\$38.14	\$38.84
Level II Technician	\$35.59	\$36.24
Level I Technicain	\$33.09	\$33.70
Apprentice	\$0.00	\$0.00
Lab Technician II	\$21.00	\$21.39
Lab Technician I	\$14.00	\$14.26
Adminisrative Assistant II	\$0.00	\$0.00
Adminisrative Assistant I	\$11.25	\$11.46
Material Tester 2	\$37.48	\$38.17
Material Tester 1	\$37.48	\$38.17
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



1. **THE STATE OF TEXAS, County of \_\_\_\_\_, do hereby certify that \_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_, is the duly qualified and authorized agent of the \_\_\_\_\_, for the purpose of \_\_\_\_\_.**

**Consultant** **STATE Testing**

Date 06/03/11

Sheet 1 OF 1

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